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13 Attorneys for Plaintiff,  
14 Rosalita Williams

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION

18 Rosalita Williams,

19 Plaintiff,

20 vs.

21 D2 Management LLC,

22 Defendant.

Case No.:

**COMPLAINT FOR DAMAGES**

**FOR VIOLATIONS OF:**

- 1. THE FAIR DEBT COLLECTION PRACTICES ACT; AND**
- 2. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

**JURY TRIAL DEMANDED**

1 Plaintiff, Rosalita Williams (hereafter “Plaintiff”), by undersigned counsel,  
2 brings the following complaint against D2 Management LLC (hereafter “Defendant”)  
3 and alleges as follows:  
4

5 **JURISDICTION**

6 1. This action arises out of Defendant’s violations of the Fair Debt  
7 Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”) and violations of the  
8 Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, *et seq.*  
9 (“Rosenthal Act”).  
10

11 2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), Cal. Civ.  
12 Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.  
13

14 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where  
15 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or  
16 where Defendant transacts business in this district.  
17

18 **PARTIES**

19 4. Plaintiff is an adult individual residing in Glendale, California, and is a  
20 “person” as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
21

22 5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3), and is a  
23 “debtor” as defined by Cal. Civ. Code § 1788.2(h).  
24

25 6. Defendant is a business entity located in Hilton Head Island, South  
26 Carolina, and is a “person” as the term is defined by 47 U.S.C. § 153(39) and Cal Civ.  
27 Code § 1788.2(g).  
28

1           7. Defendant uses instrumentalities of interstate commerce or the mails in a  
2 business, the principle purpose of which is the collection of debts and/or regularly  
3 collects or attempts to collect debts owed or asserted to be owed to another, and is a  
4 “debt collector” as defined by 15 U.S.C. § 1692a(6).  
5

6           8. Defendant, in the ordinary course of business, regularly, on behalf of  
7 itself or others, engages in the collection of consumer debts, and is a “debt collector”  
8 as defined by Cal. Civ. Code § 1788.2(c).  
9

10  
11                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**  
12

13           9. Plaintiff is a natural person allegedly obligated to pay a debt owed to a  
14 creditor other than Defendant (the “Debt”).

15           10. Plaintiff’s alleged obligation arises from a transaction in which property,  
16 services or money was acquired on credit primarily for personal, family or household  
17 purposes, is a “debt” as defined by 15 U.S.C. § 1692a(5), and is a “consumer debt” as  
18 defined by Cal. Civ. Code § 1788.2(f).  
19

20           11. At all times mentioned herein where Defendant communicated with any  
21 person via telephone, such communication was done via Defendant’s agent,  
22 representative or employee.  
23

24           12. In 2013, Capital One Bank brought suit against Plaintiff regarding non-  
25 payment of the Debt.  
26  
27  
28

1           13. Resulting from the litigation, Capital One Bank obtained a judgment  
2 against Plaintiff for an amount totaling \$4,621.02.  
3

4           14. Shortly thereafter, Plaintiff began making \$100.00 monthly payments to  
5 Capital One Bank's attorney, Bleier & Cox, APC, in order to satisfy the Debt.  
6

7           15. To date, Plaintiff has paid approximately \$1,750.00 towards satisfaction  
8 of the outstanding judgment.

9           16. On or about June 8, 2016, Defendant called Plaintiff, purportedly in an  
10 attempt to collect a debt.  
11

12           17. During a live conversation, Defendant advised Plaintiff to stop making  
13 payments to Bleier & Cox, APC and requested that Plaintiff make payments directly  
14 to Defendant instead, claiming that Defendant was calling to collect the same Capital  
15 One Bank debt.  
16

17           18. In addition, Defendant misrepresented that Capital One Bank's judgment  
18 against Plaintiff was past the statute of limitations in order to induce Plaintiff to pay  
19 Defendant directly.  
20

21           19. Defendant then followed up with a letter to Plaintiff, offering to settle the  
22 Debt for a lesser amount.  
23

24           20. As a result of Defendant collection attempts, Plaintiff became confused  
25 about the debt that Defendant was attempting to collect and confused as to the status  
26 of her existing obligations to Capital One Bank.  
27  
28





- 1 B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A);  
2  
3 C. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);  
4  
5 D. Statutory damages of \$1,000.00 for knowingly and willfully committing  
6 violations pursuant to Cal. Civ. Code § 1788.30(b);  
7  
8 E. Costs of litigation and reasonable attorneys' fees pursuant to 15 U.S.C.  
9 § 1692k(a)(3) and Cal. Civ. Code § 1788.30(c);  
10  
11 F. Punitive damages; and  
12  
13 G. Such other and further relief as may be just and proper.

14  
15 **TRIAL BY JURY DEMANDED ON ALL COUNTS**  
16

17 DATED: March 15, 2017

TRINETTE G. KENT

18 By: /s/ Trinette G. Kent  
19 Trinette G. Kent, Esq.  
20 Lemberg Law, LLC  
21 Attorney for Plaintiff, Rosalita Williams  
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